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7 Attorneys for Defendants BRIAN NUSS and TWENTY ROWS LLC

**UNITED STATES DISTRICT COURT**

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

12 UNFILTERED NAPA LLC, a California  
13 limited liability company and J3 WINE  
14 PARTNERS LLC dba NINE NORTH  
WINES, a California limited liability  
company.

15 Plaintiffs.

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17 TWENTY ROWS LLC, a California limited  
18 liability company, CHRIS SWEETANOS, an  
individual and BRIAN NUSS, an individual.

**19** Defendants.

CASE NO. C 06 7605 CRB

**STIPULATED PROTECTIVE ORDER**

21 Subject to the approval of this Court, the parties hereby stipulate to the following  
22 protective order:

**IT IS HEREBY ORDERED** that:

24       1. All documents produced in this action, and all information disclosed in discovery  
25 responses, depositions or by other means in this action, shall be used only for purposes of this  
26 action, and shall not be published, used or made available for use in any commercial or  
27 competitive way.

28 2. Each party may designate as "Confidential" any documents, information or

1 testimony disclosed by that party in this action that are proprietary, financial, or a trade secret.

2       3. Except as otherwise provided below, any documents, information or testimony  
3 claimed to be Confidential shall be kept confidential and disclosed only to the named parties, to  
4 their officers and employees, to court personnel, to attorneys of record in this case and their office  
5 personnel, and to experts retained to testify at or assist in the preparation for trial of this action and  
6 who are not regularly employed by any party to this action. All experts, deposition reporters or  
7 other third parties who are permitted access to Confidential documents, information or testimony  
8 under the terms of this Protective Order, shall agree to be bound by this order by signing a copy of  
9 the nondisclosure agreement attached to this order as Exhibit 1.

10     4. A party may designate highly sensitive confidential information as "ATTORNEYS'  
11 EYES ONLY" by adding that legend where appropriate. The receiving party may disclose  
12 confidential information designated as "ATTORNEYS' EYES ONLY" only to:

13       a. Attorneys of record in this litigation and employees of such attorneys to whom it is  
14 necessary that confidential information be disclosed in order to effectuate the attorneys'  
15 representation of their respective clients in this action.

16       b. Any non-party expert or non-party consultant retained or employed by a party or its  
17 attorneys of record concerning the preparation, trial, and appeal including any retrials of this action.  
18 Such expert or consultant and his or her secretarial and clerical employees must complete and sign a  
19 Confidentiality Statement in the form of Exhibit 1, attached ("Non-Disclosure Agreement").

20       c. Witnesses, if the witness authored or received a copy of or otherwise already knows  
21 the Confidential Information.

22       d. Court reporters and their staff, the Court and any person employed by the Court  
23 whose duties require access to confidential information.

24       If any confidential information designated as "ATTORNEYS' EYES ONLY" is used or  
25 inquired into during a deposition, representatives of the receiving party or parties, other than  
26 counsel, shall be excused from that part of the deposition. All experts, deposition reporters or  
27 other third parties who are permitted access to Confidential documents, information or testimony  
28 under the terms of this Protective Order, shall agree to be bound by this order by signing a copy of

1 the nondisclosure agreement attached to this order as Exhibit 1.

2       5. All documents, information or testimony claimed to be Confidential or Attorneys  
3 Eyes Only shall not be used or disclosed in any manner, except for purposes of this action in the  
4 manner set forth below. All documents supplied by the parties under a claim of confidentiality  
5 and any copies made of Confidential or Attorneys Eyes Only documents shall remain the property  
6 of the party disclosing the documents and shall be returned to the disclosing party within twenty  
7 days after conclusion of this action, unless otherwise agreed upon in writing by the parties.

8       6. The parties may agree among themselves that Confidential or Attorneys Eyes Only  
9 information may be disclosed to persons other than those described above, but any such agreement  
10 must be in writing.

11       7. If the parties file or lodge with the court or serve on other parties any Confidential  
12 or Attorneys Eyes Only documents, information or testimony, or briefs, pleadings and other  
13 documents that reveal Confidential or Attorneys Eyes Only information, the documents shall be  
14 filed in sealed envelopes that bear the title of the action, a general description of the contents, the  
15 word "Confidential" and a statement that the contents are subject to the terms of this Protective  
16 Order.

17       8. If the party receiving Confidential or Attorneys Eyes Only documents, information  
18 or testimony disputes the designation of confidentiality, the receiving party may request a release  
19 of confidentiality from the disclosing party. If confidentiality is not released in writing within ten  
20 days, the receiving party may apply to the court for an order releasing confidentiality.

21       9. Further pretrial proceedings shall address and govern the treatment at trial of  
22 Confidential or Attorneys Eyes Only documents, information or testimony.

23       10. Where only a portion of a document or deposition transcript contains Confidential  
24 or Attorneys Eyes Only material, the discovering party shall cooperate to the extent reasonable  
25 and practical to segregate the Confidential or Attorneys Eyes Only portion in a separate document  
26 or transcript.

27       11. Either party may move the court to alter or enlarge this order.  
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1 SO STIPULATED:

2 DATED: April 24, 2007

O'CONNOR CHRISTENSEN & MCLAUGHLIN  
Trial Division of the Eclipse Group LLP

Becky V. Christensen

Becky V. Christensen  
Attorneys for Plaintiff's Unfiltered Napa LLC and J3  
Wine Partners LLC dba Nine North Wines

6 DATED: April 24, 2007

7 COOPER, WHITE & COOPER LLP

Marcy J. Bergman

Marcy J. Bergman  
Attorneys for Defendants Twenty Rows LLC and  
Brian Nuss

11 DATED: April   , 2007

12 HARVEY SISKIND LLP

13 Judith M. Schwimmer  
14 Attorneys for Defendant Chris Sweetanos

15 APPROVED AND SO ORDERED:

16 DATED: May 9, 2007

17 Hon. Charles R. Breyer  
18 United States District Judge  
19 Northern District

